

I, LINDA A. KELLEHER, City Clerk of the City of Reading, Pa., do hereby certify, that the foregoing is a true and correct copy of the original Resolution passed by the Council of the City of Reading, on the 9th day of Jul A. D. 2009. Witness my hand and seal of the said City this 13th day of Jul A. D. 2009.

RESOLUTION 13-2009

BE IT RESOLVED, by the authority of the City Council
(Name of Governing Body)

of the City of Reading, Berks
(Name of Partner) (County)

County, and it is hereby resolved by authority of the same, that the Mayor
(Designate official title)

of said Partner be authorized and directed to sign the attached Agreement or Amendment on its behalf.

ATTEST:

City Clerk
(Signature & designation of official title)

City of Reading
(Name of Partner)
By: [Signature] President of Council
(Signature & designation of official title)

I, Linda A. Kelleher, City Clerk of the
(Name) (Official Title)

City Council of the City of Reading, do
(Name of governing body and Partner)

herby certify that the foregoing is a true and correct copy of the Resolution adopted at a regular meeting of the City Council held

the 9th of Jul 2009.
(Name of governing body)

Date: 2/10/09

[Signature] City Clerk
(Signature & designation of official title)

Note: A separate Resolution must be completed and included for each partner listed as a party in this Agreement.

Effective Date: _____
(DEPARTMENT will insert)

AGREEMENT NO. _____
FEDERAL ID NO. 23-6001907

AGILITY AGREEMENT (Attachments A and B)

1) THIS AGREEMENT is made and entered into by and between the Commonwealth of Pennsylvania, acting through the Department of Transportation, ("DEPARTMENT") and the following public procurement unit(s) as defined in the Commonwealth Procurement Code, 62 Pa. C. S. § 101, *et seq.*, ("PARTNER(S)").

Partner: City of Reading Federal ID No.: 23-6001907
City: Reading County: Berks

2) NOW, THEREFORE, in accordance with the Terms and Conditions of Attachment A, attached to and made a part of this Agreement, the parties, with the intention of being legally bound, agree to perform those activities to be set forth in the Agility Work Plan which, upon completion by the parties, will be attached to and made a part of this Agreement.

- a. Attachments B, which list the services that may be performed by the parties, is made a part of this Agreement
- b. Modifications to the services to be performed as identified in the Agility Work Plan may be made at any time during the term of this Agreement by execution of an Agility Agreement Amendment that is signed by authorized agents for both/all parties involved.

3) This Agreement shall be effective for five years, beginning on the date noted in the upper left hand corner, unless terminated sooner for cause upon thirty (30) days' written notice by either party to the other, at which time all obligations shall cease.

AGREEMENT NO. _____

IN WITNESS WHEREOF, the parties have executed this agreement on the date first above written.

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY _____
Secretary of Transportation Date: _____
or designee

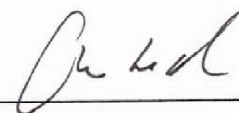
City of Reading
(Name of Partner)

ATTEST:

Title: City Clerk

Date:

BY



Title: Mayor

2/4/09

Date:

FOR COMMONWEALTH USE ONLY:

APPROVED AS TO LEGALITY AND FORM:

BY _____
for Chief Counsel Date: _____

FUNDS COMMITMENT DOC. NO.: _____
Certified Funds Available Under
GL ACCOUNT: _____
Amount \$: _____ N/A

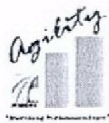
BY _____
for Comptroller Date: _____

AGILITY AGREEMENT TERMS AND CONDITIONS

NOW, THEREFORE, the parties, in consideration of the mutual promises set forth below, with the intention of being legally bound, agree as follows:

1. The PARTNER, using its own personnel and equipment owned or leased by it, or materials owned by it or supplied by others, shall provide the maintenance activities identified in the Agreement in quantities determined and specified on individual work orders to be of equal value to the maintenance activities provided by the DEPARTMENT under this Agreement. The PARTNER shall perform all maintenance activities in accordance with applicable provisions of the most current version of the DEPARTMENT's Publication No. 408, *Specifications*, and its amendments and supplements; the policies and procedures set forth in the most current version of the DEPARTMENT's Publication No. 113, *MORIS Highway Maintenance Foreman's Manual*, and its amendments and supplements; and all applicable provisions of the most current version of the DEPARTMENT's Publication No. 213, *Work Zone Traffic Control Guidelines*, and its amendments and supplements and Publication No. 212, *Official Traffic Control Devices*, and all amendments thereto. These publications and regulations are all incorporated by reference as though physically attached to this Agreement. The PARTNER's (s') provision of these maintenance activities on state highways shall serve as consideration for the DEPARTMENT's provision of maintenance activities which it is providing under this Agreement on the PARTNER's (s') roads.
2. The DEPARTMENT, on state and local highways, shall provide the maintenance activities identified in the Agreement in quantities determined and specified on individual work orders to be of equal value to the maintenance activities provided by the PARTNER(s) under this Agreement in good workmanlike manner. The DEPARTMENT shall use its own personnel and equipment owned or leased by it, and/or materials owned by it or supplied by others and shall perform these maintenance activities in accordance with applicable provisions of the most current version DEPARTMENT's Publication No. 408, *Specifications*, and its amendments and supplements; the policies and procedures set forth in the most current version of the DEPARTMENT's Publication No. 113, *MORIS Highway Maintenance Foreman's Manual*, and its amendments and supplements; and all applicable provisions of the most current version of the DEPARTMENT's Publication No. 213, *Work Zone Traffic Control Guidelines*, and its amendments and supplements and Publication No. 212, *Official Traffic Control Devices*, and all amendments thereto. These publications and regulations are all incorporated by reference as though physically attached to this Agreement. In the alternative, if the PARTNER(s) has (have) its (their) own ordinances, specifications, standards, manuals, criteria, policies or procedures relating to highway maintenance, and the applicable provisions of these documents are stricter than those found in the DEPARTMENT's publications listed above, the DEPARTMENT shall follow the municipal documents in providing the maintenance activities on highways under the jurisdiction of the affected PARTNER(s). The DEPARTMENT's provision of these maintenance activities on municipal roads shall

2. The vendor(s) cannot provide the service or equipment when requested. The vendors **MUST** be contacted at the time a work plan is generated to verify that the vendor(s) cannot provide the equipment/service requested.
 - b. **Training**—Training must be for appropriate maintenance related training or for subjects offered by Transportation University, but are not available when needed. Attach out service forms and approvals to Work Plan.
 - c. **Training not allowed**—The following training will not be allowed under any circumstances:
 - **Computer training**
 - d. **Meals**—If the other party is providing any meals in conjunction with meeting rooms, Form OS-58 (5-98), *Donation of Excess Prepared Food*, must be attached to the Agreement. However, if there is a local contract in place for provision of meals to the Department, the Department cannot accept meals from that party unless the conditions set forth above in 7.a. are met.
 - e. **Materials**—The Department can accept materials outright, except for materials that are under a statewide contract. However, if the materials are being provided incidentally to the performance of a service, the prohibition against accepting materials that are under a statewide contract does not apply. Furthermore, any materials provided incidentally to the performance of a service shall be considered part of the service.
8. The following conditions apply to services that the Department wishes to provide:
- a. **Materials**—The Department cannot provide materials, other than signs, described below, outright. Materials may be included as part of a service normally performed with Department forces so long as the overall purpose of the activity is the performance of the service and the materials are being provided incidentally thereto.
 - b. **Signs**—The Department will provide signs within MORIS Group No. 16 outright. If the signs do not fall within this grouping, they would be considered surplus and must have the DGS green tag approval form attached.
 - c. **Surplus**—If materials being included as part of a service are surplus (e.g., guiderail or pipe), DGS green tag approval form for surplus materials procedures must be attached and the Agreement must refer to the DGS surplus procedures.



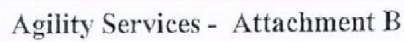
Agility Services – Attachment B

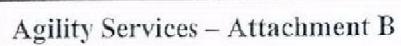
SERVICE
Roads – Paved (Continued)
Surface Treatment - Plant Mix – Paver, 1 1/2
Surface Treatment - Plant Mix – ID 3
Pavement Widening BCBC - Mechanical
Pavement Widening Recycled Material - Mechanical
Concrete Patching - Full Depth
Concrete Patching - Spalls
Joint Sealing Concrete Roads
Joint Sealing Concrete Roads - Pavement/Shoulders Separation
Stockpile Aggregate
Minor Risk Management/Safety
Shoulders – Unpaved and Side Approaches
Grading - Mechanical
Stabilization - Add Material - Mechanical
Stabilization - Prehauling
Dust Pallative Bituminous or Calcium Chloride
Cutting - Belt Loader
Cutting - Front End Loader
Upgrading - Paving Mechanical
Stabilization - Add Material - Manual
Shoulder – Paved and Side Approaches
Patching - Manual
Patching - Mechanical - Plant Mix
Surface Treatment - Plant Mix
Surface Treatment - Mechanical - Liquid Bituminous
Surface Treatment - Liquid Bituminous - Prehauling
Driveway Adjustment
Base/Subbase Repair - Light Duty
Base/Subbase Repair - Heavy Duty
Skin Patching - Manual - Liquid Bituminous
Skin Patching - Mechanical - Liquid Bituminous
Skin Patching - Mechanical - Liquid Bituminous Distribution & Spray Wand
Skin Patching - Prehauling
Crack Sealing
Milling
Recycling



Agility Services – Attachment B

SERVICE
Bridge, Maintenance and Repair (continued)
Seal - Joint (Liquid Only)
Repair Joints
Repair/Replace - Guiderail/Median Barrier/Parapet
Lubricate - Bearings
Repair/Replace - Bearings
Repair/Replace - Pedestal/Seat
Repair/Replace - Approach Slabs
Repair/Replace - Deck
Repair/Replace - Sidewalk/Curb
Repair/Replace - Deck Drainage
Repair/Replace Superstructure Member
Repair/Replace - Truss Member
Repair/Replace - Backwalls
Repair/Replace - Substructure
Maintenance - Underpinning
Maintenance - Rejointing
Repair/Replace - Slopewalls
Repair/Replace - Culverts
Erosion Protection - Stream Bed/Rock/Defl
Erosion Protection - Scour Hole Backfull
Erosion Protection - Channel Cleaning
Const/Install - Temporary Supports
Repair/Replace - Slabs/Box Culvert
Other - Bridge Activities
Tunnel Maintenance & Repair
Wash/Clean - Various
Traffic Service - Various
Light System Service - Various
Electro - Mechanical Equipment Maintenance
Other - Tunnel Activities
Special Charges
Hauling Nondisabled Equipment-Lowboy Oper, Only

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